

## SOUTH WEBER CITY COUNCIL AGENDA

**PUBLIC NOTICE** is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in a regular public meeting on Tuesday, February 11, 2020 in the Council Chambers, 1600 E. South Weber Dr., commencing at 6:00 p.m.

**OPEN** (Agenda items may be moved in order or sequence to meet the needs of the Council.)

1. Pledge of Allegiance: Councilman Halverson
2. Prayer: Mayor Sjoblom
3. Public Comment: Please respectfully follow these guidelines
  - a. Individuals may speak once for 3 minutes or less
  - b. State your name and address
  - c. Direct comments to the entire Council
  - d. Do not make comments from the audience
  - e. Note: City Council will not respond during the public comment period

### **ACTION ITEMS**

4. Consent Agenda
  - a. 2020-01-21 Minutes
  - b. 2020-01-28 Minutes

#### **Items 5 and 6 tabled at the request of the developer**

5. Resolution 2020-03: Development Agreement with Riverside RV Park Estates
6. Conditional Use Permit 2020-01, Site and Improvement Plans: Riverside RV Park Estates
7. Resolution 2020-04: Cost Share Agreement with Uintah City for Cottonwood Drive Waterline
8. **Public Hearing: Open and Amend the Fiscal Year 2019- 2020 Budget**
9. Resolution 2020-05: Amend FY 2020 Budget
10. Priority Parks Projects
11. Snow & Ice Removal Policy

### **DISCUSSION ITEMS**

12. 2020 Legislative Review

### **REPORTS**

13. New Business
14. Council & Staff
15. Adjourn

In compliance with the Americans With Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com) 4. UTAH PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov) 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

DATE: 02-06-2020

CITY RECORDER: Lisa Smith

# CITY COUNCIL & PLANNING COMMISSION WORK MEETING

**DATE OF MEETING:** 21 January 2020

**TIME COMMENCED:** 6:00 p.m.

**LOCATION:** South Weber City Office at 1600 East South Weber Drive, South Weber

**PRESENT: MAYOR:**

Jo Sjoblom

**COUNCIL MEMBERS:**

Hayley Alberts  
Blair Halverson  
Angie Petty  
Quin Soderquist  
Wayne Winsor

**PLANNING COMMISSION:**

Tim Grubb  
Wes Johnson  
Rob Osborne  
Debi Pitts (excused)  
Taylor Walton

**CITY PLANNER:**

Barry Burton

**CITY ENGINEER:**

Brandon Jones

**CITY RECORDER:**

Lisa Smith

**CITY MANAGER:**

David Larson

**Transcriber:** Minutes transcribed by Michelle Clark

**ATTENDEES:** Kathy Devino, Jeffrey Judkins, Paul Sturm, Gary Boatwright, Steve Westbroek, Marci Poll, Traci Wiese, Amy Mitchell, Michael Grant, Tammy Long, and Sandra Layland.

**Mayor Sjoblom called the meeting to order and welcomed those in attendance.**

**PLEDGE OF ALLEGIANCE:** Councilman Winsor

**PRAYER:** Councilwoman Alberts

**DISCUSSION: Mixed-Use Overlay:** City Manager David Larson explained the city staff has tried to create a starting point for discussion. The purpose of the mixed-use overlay is to modify the requirements of the underlying zone by allowing certain additional land uses. It establishes supplemental regulations that would allow those additional land uses to coexist in a harmonious design that encourages vibrant active centers with a village-like feel through high quality design

of buildings and the site. A development agreement between the developer and the City shall be required to establish the basis on which such a development may be approved.

Councilman Winsor shared his concerns regarding a mixed-use overlay. Councilman Halverson expressed an overlay does not obligate the City but changing the base zone does. He acknowledged a master plan for the mixed-use could be required. Councilman Winsor suggested including both a master plan and a development agreement. City Planner, Barry Burton, explained the ordinance is designed so that a development agreement would be a required element in an overlay. He discussed an overlay being in addition to an underlying zone, which allows additional uses and requirements.

Councilman Winsor referred to paragraph 10.5N.4 Development Approval Process. He had misgivings with the approval being the conditional use permit process. He then questioned 10.5N.6 – specifically “multi-family residential with no limit on the number of dwelling units in a single building”. David clarified the limits would come through other means but stated a hard limit can be set.

Commissioner Walton asked what could be built under this ordinance. David conceded there may be holes. Commissioner Walton was in favor of 10.5N.1 concerning a harmonious design that encourages vibrant active centers with a village-like feel but wanted those phrased defined more clearly.

Councilman Winsor felt 50% ratio of residential footprint to full land area was too high. (10.5N.8)

Discussion took place regarding having the City master plan parcels so that when a developer approaches the City, it is already defined as to what will be acceptable. Councilwoman Alberts identified the Poll and Stephens’ properties being very different with disparate needs.

Deliberation took place regarding the 50-foot building height restriction and whether that is too high. Councilman Soderquist queried if the City is going to limit the height of items on top of the rooftop as well. Councilwoman Petty indicated more stories with fewer buildings allows more open space.

Mayor Sjoblom revealed she is aware of a developer who would like to build 4 stories and mentioned if the limit were 3 stories the interiors wouldn’t be as nice. Commissioner Osborne discussed his frustrations with that mindset. Commissioner Grubb suggested lowering the height and requiring certain types of construction materials. He related it would allow control over the structures’ appearance. Councilwoman Alberts echoed 50 ft. is too high. She voiced her unease with 10.5N.6 concerning multi-family residential having “*no limit*” on the number of dwelling units in a single building. Barry stated this overlay is a form-based code as the Council requested but replied more restriction can be included. David advocated removing the “*no limit on number of dwelling units*”.

Analysis took place concerning the percentage, the requirements, and the definition of open space. Commissioner Walton offered the City needs to identify what it is they want to accomplish with a height restriction. Councilman Soderquist suggested the restrictions be tied to each parcel. Commissioner Johnson thought the code should require a phasing plan, so the

commercial is not left undeveloped. Commissioner Walton petitioned having a mixed-use overlay and a small area development plan. Barry clarified the small area development plan would be included in the development agreement. Council encouraged creating a “mock trial” development and run it through the process to locate any bugs in the code. Councilman Winsor charged the code should include performance specs and technical specs. David inquired if the Council and Commission would like to form a committee to discuss this code further. Commissioner Walton, Commissioner Osborne, Councilwoman Alberts, and Councilman Winsor were assigned serve.

### **DISCUSSION: General Plan Public Comments Review & Draft Revision**

David recounted after a series of joint meetings between the Planning Commission and the Council, city staff has prepared a second draft for review. After Council examination another survey will be conducted for citizen input. At that point the Planning Commission and City Council will consider the responses and continue editing the proposed General Plan.

Brandon Jones displayed the maps beginning with the Projected Land Use. The dark blue area (Kastle Rock property) cross hatch was missing and will be added. Councilwoman Alberts questioned the status of the Wasatch Integrated Waste property in South Weber City. It was stated the City is working on an amendment to the agreement with Wasatch Integrated Waste. It was decided to wait to identify the mixed-use overlay on the map until it is finalized. The visual buffer between housing and I-84 will be removed from the map.

The Vehicle Transportation Map was presented. David pointed out Old Fort Road and how it will eventually connect to South Weber Drive – Option 2A, 2B, and XX (which combines 2A and 2B keeping Old Fort Road in 2A and minor collectors of 2B), Option 2C & 2D. David elucidated there has been questions or concerns from the public concerning where these lines are drawn. He articulated right now roads are shown on property lines, but they can be relocated. Brandon Jones, City Engineer, declared they are a general idea of where potential roads should connect. Commissioner Osborne urged noting in the legend that it is an approximate location of the roads. Mayor Sjoblom challenged the removal of the connection to Uintah. Conversation followed and the decision was made to place it back on the map. Commissioner Walton petitioned for the difference between a major and a minor collector road. He proposed amending Old Fort Road to a major collector and Deer Run Drive to a minor collector. Dialogue verified there is a need for bike lanes on Old Fort Road. Opinions were exchanged and the result was all major and minor collector roads will be identified only as collector roads.

The Active Transportation and Parks Map was displayed. An extension of the Pea Vinery Trail to Hwy 89 and then south will be added.

The Annexation Map was analyzed. David disclosed the legend identifies overlap with other cities. No changes were sought.

The Sensitive Lands Map was examined. David indicated this map doesn't identify the specific hazards (i.e. HAFB operable units) because the type doesn't change the development process. Brandon identified the sensitive lands are tied to ordinance that lists the various potential hazards. Council and Commission called for identification of the HAFB operable units on the Sensitive Lands Map.

Discourse on the narrative of the General Plan draft began. David conveyed the amendments made to the Recreation section. The new draft includes the goal of the City regarding park space. Commissioner Johnson had doubts about removing the National Recreation and Parks Association information from the General Plan. Councilwoman Petty reiterated the need to focus on improving existing parks instead of adding more parks. Debate took place regarding a need for more parks being identified on the map. Commissioner Walton would like additional amenities at trailheads. Commissioner Grubb urged identifying existing parks on the Projected Land Use Map. Councilwoman Petty disfavored the connection across the canal to Cherry Farms Park. Commissioner Walton enjoined the City to become more bicycle friendly. Councilwoman Petty pled for less forceful language for public access to the National Forest.

**Recognition: Outgoing Planning Commissioner Debi Pitts:** Mayor Sjoblom stated Debi Pitts was not in attendance but she would like to thank her for her five years of service on the Planning Commission. It was decided to invite her to the next Planning Commission Meeting on February 13, 2020 to honor her.

**ADJOURNED:** Councilman Winsor moved to adjourn the meeting at 9:30 p.m. Councilman Soderquist seconded the motion. Council Members Alberts, Halverson, Petty, Soderquist and Winsor voted aye. The motion carried.

**APPROVED:** \_\_\_\_\_ Date Feb11, 2020  
Mayor: Jo Sjoblom

\_\_\_\_\_  
Transcriber: Michelle Clark

Attest: \_\_\_\_\_  
City Recorder: Lisa Smith

# SOUTH WEBER CITY CITY COUNCIL MEETING

**DATE OF MEETING:** 28 January 2020

**TIME COMMENCED:** 6:01 p.m.

**LOCATION:** South Weber City Office at 1600 East South Weber Drive, South Weber, UT

**PRESENT: MAYOR:**

Jo Sjoblom

**COUNCIL MEMBERS:**

Hayley Alberts  
Blair Halverson  
Angie Petty  
Quin Soderquist  
Wayne Winsor

**CITY RECORDER:**

Lisa Smith

**CITY ENGINEER:**

Brandon Jones

**CITY MANAGER:**

David Larson

**Transcriber:** Minutes transcribed by Michelle Clark

**ATTENDEES:** Jeff Judkins, David Adamson, McKay Winkel, Peggy Bateman, Scott Kendell, Bryron Bateman, Ragan Raddon, Terri Wells, Lynn Poll, Paul Sturm, Julie Losee, Kathy DeVino, Rob Osborne, Tammy Long, Michael Grant, Amy Mitchell, Paul Wells, Brian Kemp, Terry George, and Kendell Raddon.

Mayor Sjoblom called the meeting to order and welcomed those in attendance.

**PLEDGE OF ALLEGIANCE:** Councilwoman Petty

**PRAYER:** Councilman Soderquist

**CONFLICT OF INTEREST:** None

**PUBLIC COMMENT:** Please respectfully follow these guidelines:

- a. Individuals may speak once for 3 minutes or less
- b. Do not make remark from the audience
- c. State your name and address
- d. Direct comments to the entire Council
- e. Note City council will not respond during the public comment period

Scott Kendell, 1075 E. 660 S. Uintah, conveyed Uintah City denied a possible RV Park where the Riverside RV Park is to be located. He owns property a few hundred feet away from the proposed RV Park. He met with Jim Harvey, Weber County Commissioner, and reported both

Weber County and Davis County Commissioners will meet on 3 February 2020 to discuss the Weber County and Davis County boundary in this location. Mr. Kendell voiced his concern with an extended length of stay generating transient people. He questioned if the developer had received approval from the Army Corp of Engineers concerning the wetlands. He suggested all those involved review the House Bills concerning the 15' trail easement. He brought up the sewer connection fees required by the sewer district. Mr. Kendell addressed his concerns with the storm water and relayed the water can no longer be dumped into the Weber River. He requested the Council table the Riverside RV Park until the county boundaries are settled.

**Michael Grant, 2622 Deer Run Drive**, noted the audio is not good on the citizen broadcast of meetings and requested everyone including Mr. Winkel speak loudly and clearly into the microphone.

**Michael Poff, 154 East Harper Way**, discussed his concerns with Riverside RV Park and indicated long-term stays would allow those residents to vote. Mr. Poff addressed the development agreement between the City and the developer and voiced his concerns with this development having only one ingress/egress. He asked what documentation would be required to verify the boundary issue and wondered if there will be any type of connection fees. He stated they would be individual residences so should have individual connections. He questioned the calculation for 50 ERU's. He queried, referencing 12.3, if the developer can request a recalculation of ERU's in the future. He suggested tabling this item.

**Corinne Johnson, 8020 S. 2500 E.**, had misgivings with the Riverside RV Park and the possibility of long-term stays increasing crime, pollution, noise, and other unforeseen consequences in the city. She reviewed when this plan was presented to the City Council on 13 March 2018, the RV Park was presented as a high-end park that will bring in tax revenue for the city and would not be for permanent residents. She lamented the amendment of Ordinance 10.01.100 changing from a 15-day maximum stay to 180 days and increasing the number of units per acre from 10 to 15. Transients can now live in this RV Park for an unrestricted and unlimited amount of time if they leave for 5 days every 6 months and once they stay past 31 days, the City can't collect any transient sales tax and must return the tax collected for the first 30 days. She wondered how the Transportation Utility Fee (TUF) would be collected. (see Citizen Input #1 Johnson)

**Josh Falslev, of Uintah City**, e-mailed the Lieutenant Governor's Office concerning the boundary lines between Weber County and Davis County. He understood the two counties are still working on clarification. He presented maps that show a portion of the property in Davis County but not annexed into South Weber City. (See Citizen Input #2 Falslev)

**Paul Sturm, 2527 Deer Run Drive**, presented his misgivings with Riverside RV Park. He canvassed how the length of stay would be enforced and suggested the park keep a daily log. He encouraged unannounced inspections by the South Weber City Code Enforcer. He asked the penalty for non-compliance. He questioned the requirements for tiny homes and the length of the development agreement. (See Citizen Input #3 Sturm)

**Lynn Poll, 826 E. South Weber Drive**, agreed with what had already been stated. He feared increased traffic with construction on Highway 89. He recommended a public open house for the next General Plan draft review. He thanked the Council for their time and service.

**Nate Harmston, of Uintah City**, urged the Council to table the Riverside RV Park until the boundary issue is resolved. He indicated there is a 20-year plan to widen I-84.

**Nolan Birt, 6925 S. 475 E.**, requested the City notify individuals beyond the 300' radius. He was against the Riverside RV Park. He doubted the Park would succeed due to planes, trains and automobile noise and questioned what would happen to the land when the RV Park failed. He believed culinary water should not be the source of landscape water. He indicated South Weber Water Irrigation Company holds the water rights. He mentioned possible flooding from the Weber River.

**Peggy Bateman, 626 Cottonwood Drive**, echoed concerns about the flood plain. She identified the high number of propane tanks that will be in the tiny homes as well as the RV units. She contended they would be a safety hazard. She vowed she will never allow the Weber Pathway Trail to go in front of her home. The trail has encouraged relentless trespassing on her property and a nuisance of vehicles parking along the road. She requested the City consider consequences to residents.

**Byron Bateman, 626 Cottonwood Drive**, vocalized the parking problems with the Weber Pathway Trail as well as the damage to Cottonwood Drive. He feared possible flooding. He remarked there are people living on the trail. He identified graffiti, dogs unleashed, and continual traffic. He opposed the RV Park. He advised the Council table the item until issues are resolved. He proclaimed the RV Park is too close to I-84 and recounted experience with a past fire in the area. He suggested a performance bond requirement to assure full compliance. He thanked the Council for their service to the community.

Councilwoman Petty read a letter from **Brian Kemp, 1624 E. 7640 S.**, opposing the RV Park. (see Citizen Input #4 Kemp)

**Amy Mitchell, 1923 Deer Run Drive**, recommended being better neighbors to Uintah City. She agreed with what had been discussed with the RV Park. She disclosed her apprehension with the mixed-use zone. She requested limiting the total number of businesses in the City. She offered the number of parking spaces are not enough. She pled for a specific number for the portion of landscaping required for recreation use. She was in favor of the height restriction of three stories throughout the City. She requested spending equal amount of money in all existing parks. She charged Cherry Farms Park should be updated and beautified. She noticed there is not a public basketball court in the City.

**CONSENT AGENDA:**

- a. 2020-01-07 Minutes**
- b. 2020-01-14 Minutes**
- c. Dec. Check Register**
- d. Nov. Budget to Actual**
- e. Accept FY 2019 Audit & Financial Statements**

Councilwoman Alberts requested an amendment on page 7 of the 14 January 2020 minutes from Councilwoman to Councilman and questioned engineering fees to Jones & Associates for Riverside RV Park in the check register. David clarified that development fees are passed on to the developer, but the check register only shows expenditures and not revenues.

**Councilman Halverson moved to approve the consent agenda. Councilman Soderquist seconded. Mayor Sjoblom called for the vote. Councilwoman Petty abstained from 7 January 2020 minutes. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

**PRESENTATION: US 89/I-84 Corridor Study by UDOT**

David Adamson from UDOT presented the US-89/I-84 Corridor Study. He announced there is no funded project at this time and voiced some of these concepts were developed to give them a cost estimate. He discussed the challenges with this area which include competing needs between local and commuters, service interchange, railroad lines, Weber River, etc. He mentioned one long-term solution (Center Bypass), one short term solution (SPUI), and Skyline Drive (CFI). He identified phasing from short-term solutions to long-term solutions. He reiterated these are conceptual drawings and there is no funded or approved project at this time. Mayor Sjoblom acknowledged there are several legislators who would like to see this project get funded. She reported residents in South Weber feel the effects of increased traffic on US-89.

Councilman Soderquist serves on the CCTV committee representing South Weber City. He explained that group is a delivery group to UDOT. Mayor Sjoblom reported she had sent numerous e-mails expressing South Weber City's concerns.

**Conditional Use Permit, Site & Improvement Plans: Riverside RV Park**

Mayor Sjoblom relayed the City Council originally reviewed the Riverside RV Park plans and Conditional Use Permit (CUP) on December 10, 2019. After discussion, the Council continued the item to January 28, 2020 and established a working committee to research, review, and recommend to the full Council amendments to the CUP.

The working committee had completed the task and brought forward for the Council's consideration an amended CUP along with a proposed development agreement. A CUP is a tool to mitigate potential negative effects to the surrounding community that are not already addressed in City Code. A development agreement includes any other items the City and developer have negotiated.

Mayor Sjoblom commented the CUP comes forward as an action item because it was originally noticed as such for the December 10 meeting and was continued to this meeting. The proposed development agreement comes forward as a separate discussion item with action coming in a future meeting (likely the next meeting in February). Council may act on the CUP tonight and on the development agreement later or continue the CUP action to the same meeting as the development agreement so all can be considered and acted on during the same meeting.

Councilwoman Alberts referenced Barry Burton's letter of 16 May 2019 concerning number of sites. David verified there are 102 sites. Councilwoman Alberts asked if the fire chief had reviewed and approved the turnaround. David affirmed the fire marshal had reviewed and approved the design. Councilwoman Alberts anguished over the 30 tent sites to be located less than 100' from I-84.

David replied the required 100' setback is in relation to permanent structures. Councilman Halverson expressed the CUP and development agreement need to be approved on the same night. Councilman Winsor shared some unease with the development agreement. He offered if

the land isn't in the right county then discussion is moot. He was aware of threat of a lawsuit if the Council denies this request.

David clarified South Weber City has jurisdiction over development on property in the City whether it is in Davis County or not; however, South Weber boundary is defined using the county boundary. Councilman Halverson acknowledged there can be no construction on the property until approval. David conveyed there are documents that show all the property being in Davis County and documents that indicate a 4-acre portion being in Weber County. He indicated that is why the drafted development agreement directs the developer to resolve the matter before a building permit is issued. David reported South Weber and Uintah City are both requesting to be involved in the boundary discussions. Councilwoman Petty enjoined there are so many entities that it would not be wise to act until there is resolution. Councilwoman Alberts and Councilman Soderquist agreed.

McKay Winkel, developer of Riverside RV Park, addressed the 100' setback from the edge of the freeway to the development. He understood UDOT could take a portion of their property to widen I-84, but he noted the area between East and Westbound lanes and the buffer already in place. He requested Council not wait for County boundary resolution but was fine waiting until development agreement is revised and approved.

**Councilwoman Petty moved to table Conditional Use Permit, Site & Improvement Plans for Riverside RV Park until February 11, 2020. Councilman Halverson seconded. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.**

**DISCUSSION: Development Agreement with Riverside RV Resort Park:**

Councilman Soderquist asked Mr. Winkel his thoughts about the noise issues with planes flying over all the time. Mr. Winkel expressed they have looked at shielding noise from I-84. He declared the citizens have the same noise problems and there is no lack of homes. Councilman Winsor asked about South Weber Irrigation. Mr. Winkel contacted every company for secondary water, and none were able to provide service. Councilman Halverson reported South Weber Irrigation investigated and they can't service this property. Mr. Winkel stated they are looking into relocating a well.

Councilwoman Alberts wondered why there was a change to the 180 days from 120 days. Mr. Winkel stated the existing City Code allowed the 180 days, so they matched it to be consistent. Councilman Halverson requested the park rules being included as an exhibit in the development agreement. Brandon Jones, City Engineer, addressed the utilities and stated any fire hydrant must be serviced by the city water line to allow maintenance and control. Councilman Winsor questioned why the development isn't required to put individual meters at each site. Brandon didn't believe that was a reasonable request or that it would be advantageous to have 102 meters because the City still maintains the mainline. Councilman Halverson remarked the City hasn't required other commercial developments to meter individually. Brandon reminded the Council they are reviewing this development only because it is non-residential. David clarified the City owns and maintains water lines to fire hydrants. Brandon explained the process of calculating the Transportation Utility Fee (TUF) for the equivalent Residential Unit (ERU's) for an RV Park. He revealed the fee is collected monthly. Councilman Winsor investigated reasoning for not requiring a secondary ingress/egress. David spelled out the City Code requirement for a second

ingress/egress is for 30 residential homes and this development is considered a commercial development. He iterated the Fire Marshall had reviewed this development and made the decision that one egress is enough. The Council directed staff to follow up with the Fire Marshall to make sure this development meets fire code and whether there is a limit to the amount of propane that can be stored on the property. Councilman Winsor added the desire to have the Fire Marshall consider the additional amount of traffic exiting from Uintah if there were an evacuation. Discussion took place regarding the length of the development agreement. Councilwoman Alberts sought to know what happens if the renter doesn't move every 60 days. David replied it would be a code enforcement issue handled the same as all other code violations. Councilwoman Alberts advocated no construction take place until boundary lines are resolved. Councilman Halverson suggested sending this item back to the committee. McKay pointed out the TUF calculation set at 50 is not to set a permanent limit but will adjust up and down. David will schedule a committee meeting.

**DISCUSSION: Priority Parks Projects**

Mayor Sjoblom related the Parks, Trails, & Beautification Committee had gone through a lengthy process to establish, review, and evaluate a list of potential parks improvement projects throughout the city. The committee brought forward this list to the City Council for consideration with recommendation of which projects to pursue.

*city*

**Parks & Trails Committee Projects**

Project	Budgetary Cost Estimate	Impact Fee Eligible	Committee Priority	Notes
<b>Cherry Farms</b>				
• New ball field	\$190,000	✓	✓	
• Replace Playground Equipment and Surface	\$300,000	✓		
• Freshen up restrooms (paint, lights, drinking fountain)	\$8,000			
<b>Canyon Meadows</b>				
• Small ball field	\$350,000	✓		
• Fencing around park area	\$140,000	✓		
• Parking lot (west)	\$400,000	✓	✓	Gravel \$50K
• Install pickleball courts (4 courts w/ lights)	\$150,000	✓	✓	
• Add covers & shade to dugouts	\$35,000	✓		
• Add topsoil to outfield, improve grass (0.5"/yr – 8 yrs)	\$112,000			
• Wetlands – complete Restoration Plan	\$75,000		✓	
<b>Cedar Cove</b>				
• Replace asphalt walking path with concrete	\$32,000			
• Add disc golf	\$20,000	✓		
<b>Posse Grounds</b>				
• Replace fencing (next to grass, road, parking)	\$15,000			
• Regrade parking lot	\$18,000			
• Add signage for trail route access	\$1,500			
<b>Central</b>				
• Replace bowery (20' x 40')	\$60,000			
• New restroom (14' x 22')	\$100,000	✓		
<b>Cedar Loop</b>				
• New playground	\$110,000	✓		
• New bowery (20' x 40')	\$60,000	✓		

**Trails**

Project	Budgetary Cost Estimate	Impact Fee Eligible	Committee Priority	Notes
<b>Petersen Trailhead</b>				
<ul style="list-style-type: none"> <li>Potential for Sale</li> </ul>				
<b>Pea Vinery Trailhead</b>				
<ul style="list-style-type: none"> <li>Install fencing (separate from landfill)</li> </ul>	\$85,000	✓		
<ul style="list-style-type: none"> <li>Install nature trail &amp; road base parking lot</li> </ul>	\$90,000	✓		
<ul style="list-style-type: none"> <li>Add signage for trail route access</li> </ul>	\$1,500			
<b>Canyon Drive Trailhead</b>				
<ul style="list-style-type: none"> <li>Feasibility study for pedestrian overpass / underpass</li> </ul>	\$40,000	✓		
<b>View Drive Trail</b>				
<ul style="list-style-type: none"> <li>Property/Easement acquisition</li> </ul>	\$10,000	✓	✓	
<ul style="list-style-type: none"> <li>Trail Construction</li> </ul>	\$350,000	✓		
<i>TOTAL Priority Projects</i>			\$475,000	
<i>Impact Fee Eligible</i>			\$400,000	
<i>Impact Fees Budgeted FY2020</i>			\$145,000	
<i>Available Park Impact Fees as of 1.23.2020</i>			\$562,000	

Councilwoman Petty as the chairperson for the Parks, Trails, and Beautification Committee reviewed the analysis process. The committee discussed how to best utilize the impact fees and put together a wish list with budgetary estimates. Councilwoman Petty remarked the survey results were used heavily in making these decisions. She then reviewed each project they chose. David indicated the five priority projects total \$475,000 with \$400,000 being impact fee eligible. The impact fees budgeted for FY2020 is \$145,000. David reported the Army Corp of Engineers accepted the City’s proposal for wetlands restoration at Canyon Meadows Park. Councilman Winsor asked why there were two survey documents. David answered they were separated by on-line results and paper mail-ins. Councilman Halverson received several comments from residents who would like to see existing parks improved. Councilman Winsor thanked the committee for putting together this information. He proclaimed the priority should be who will benefit most from the dollar amount spent. Councilman Winsor charged \$100,000 for Central Park restrooms is a greater benefit than pickleball courts for \$150,000. Councilwoman Petty conceded Central Park needs bowery updates and restrooms. Mayor Sjoblom expressed one day a year is not enough to require the additional restroom at Central Park. She related her feelings for pickleball and communicated people may think this is her personal agenda, but she emphasized it is not. She explained pickleball is a sport for all ages and abilities. The interest for pickleball has grown in the last 1.5 years. The General Plan survey had nothing to do with parks, yet pickleball was mentioned by several residents. She argued pickleball would be great for the community and she would love to teach every resident how to play. Councilman Winsor pointed out Central Park is not used one day a year, but seven days during Country Fair Days. Councilman Halverson stated restrooms can be funded through grants so impact fees should be spent elsewhere. Councilwoman Petty knows of grants right now for which the City can apply. David explained the timeline for impact fees and restrictions. He pointed out there is \$562,000 available and any budgeted money leftover can be rolled over to the next year.

It was decided the priority list of parks projects will be placed on the 11 February 2020 as an action item.

**DISCUSSION: Snow Removal Policy**

Mark Larsen, Public Works Director, approached the Council. Councilman Winsor wondered about the policy implementation. Mark opined the policy should be a minimum standard

guideline, especially when every storm is different. He described some of the decisions that must be made with personnel and weather condition variables. Mark explained anyone can contact the City office 24/7 with their concerns. He encouraged citizens to notify public works. Councilman Winsor wondered if the City should reach out to residents who have a Commercial Driver's License (CDL). It was stated that may be an option, but it creates other problems and liabilities.

Councilman Halverson asked Mark to explain the cul-de-sac policy. Mark articulated the difficulty with cul-de-sacs and where to pile the snow. They will no longer clean the entire bulb of the cul-de-sacs. He stated they try to put the snow in the most reasonable place. It was specified there is no parking on City streets from November to March. Mark iterated the employees don't purposely hit garbage cans or block driveways. Councilwoman Petty reminded everyone to blow the snow towards their house not into the street. Mark elaborated on the consequences Councilman Soderquist asked if the change of major and minor streets on the General Plan relates to the snow policy. David cleared up they aren't connected. Mayor Sjoblom enjoined Mark to tell the Public Works Department how much they are appreciated.

**2020 Legislative Review:** Councilwoman Petty suggested tracking House Bill 133. Several other bills were lightly reviewed.

**New Business:** Councilwoman Alberts reported the pothole on 7775 South across from the church. She identified the no parking zone on 2700 East still needs to be painted. She asked if the City's 300' radius notification for public hearings needs to be increased. David stated the City is already going above the requirement. City newsletter was considered for notice as it reaches every house; however, the time constraints wouldn't foster that option. City Recorder, Lisa Smith explained anyone can sign up for notifications on the Utah Public Notice Website. It was decided the Public Relations Committee will review the notification policy.

### **Reports:**

**Mayor Sjoblom:** reported she met with Councilman Halverson, Councilman Winsor, and Sandra Layland at Tom Wright's house, across the street from the Cobblestone Manor short-term rental. They met with Brian Bean, Policy Advisor to President of the Senate, Stuart Adams. The discussion was regarding House Bill 253, passed in 2017, which provided privacy and rights to short-term rental property owners. What it failed to do was to protect the rights of surrounding homeowners and of cities to enforce their own ordinances regarding short-term rentals. Senator Adams and his counsel are looking into amending that bill. Mayor Sjoblom thanked Sandra, Tom, and Chris Tremea for their hard work in bringing this to the attention of the legislature. She was hopeful they can find a solution that will benefit all concerned parties and protect the rights of the short-term rental owners, surrounding residents, and the City. She also attended an event with President Adams the same evening and reiterated our concerns.

Mayor Sjoblom acknowledged there were a great number of committee meetings last week which she was able to attend and several planned for the upcoming week. She thanked the Council and staff for arranging each session to address immediate concerns and jump start the new committees.

Mayor Sjoblom relayed David Larson, Mark Larsen, Brandon Jones, and she met with Uintah City that morning to go over the shared waterline agreement. Discussion went well and the final

draft of the agreement would be coming forward for the Council’s approval on 11 February 2020.

**Councilman Halverson:** advised the Public Safety Committee met to discuss their goals with emergency preparedness and hazard mitigation plans. They also discussed with the SWC Fire Department and the changes for paramedics which are being proposed from the county and the state.

**Councilwoman Alberts:** vocalized the newly formed Public Relations Committee met to discuss methods of getting information to the public. The city staff was directed to investigate live video streaming options. The Mixed-Use Committee examined goals for the community and various options will be brought to Council for discussion.

**Councilwoman Petty:** disclosed the Parks and Recreation Committee met with the Train Club and are in the process of amending the current agreement with them.

**City Manager, David Larson:** announced the streetlights on Old Fort Road were installed but half of them are turned off because a portion of the road hasn’t been completed yet. The City can control when they are off and on remotely. He appreciated the work the Council had done with their committees and all that is going on in the City.

**ADJOURNED:** Councilwoman Alberts moved to adjourn the Council Meeting at 9:10 p.m. Councilwoman Petty seconded the motion. Mayor Sjoblom called for the vote. Council Members Alberts, Halverson, Petty, Soderquist, and Winsor voted aye. The motion carried.

**APPROVED:** \_\_\_\_\_ **Date:** Feb 11, 2020

**Mayor: Jo Sjoblom**

\_\_\_\_\_  
**Transcriber: Michelle Clark**

**Attest:**

\_\_\_\_\_  
**City Recorder: Lisa Smith**

**MEMORANDUM**

TO: South Weber City Mayor and Council

FROM: Brandon K. Jones, P.E.  
South Weber City Engineer 

CC: David Larson – South Weber City Manager  
Mark Larsen – South Weber City Public Works Director

RE: **INTERLOCAL AGREEMENT**  
**Cottonwood Dr. Waterline Replacement – Cost Share with Uintah City**

Date: February 6, 2020

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**Background**

The 2016 Culinary Water Capital Facilities Plan (CFP) identifies the existing waterline in Cottonwood Drive as needing to be replaced, due to the fact that it is a 6” line, and needs to be replaced with an 8” line, as that is the minimum size for a line servicing fire hydrants. In the 2018 Capital Improvements Plan (CIP) the replacement of this line is shown to take place in the year 2026 (not a high priority project). However, recent fire flow tests have revealed that this line also struggles to provide sufficient fire flow. The City budgeted \$300,000 this year to go towards waterline replacement projects addressing fire flow deficiencies.

In a memo to the City Council, dated December 5, 2019, we recommended adjusting the priority of the Cottonwood Drive Waterline Replacement; and do the project now, as a joint-use project with Uintah City. The reasons for making this priority adjustment included, 1) significantly increased water system service to the area (fireflow, redundancy, and storage), and 2) cost savings to both cities (construction of the project and on-going maintenance and replacement). A draft of an Interlocal Agreement with Uintah City was presented along with the memo. The Council had some concerns about a few different elements of the Project and the Agreement, and the item was tabled.

**Update**

Since that meeting, the City Staff from both South Weber and Uintah, along with feedback from both Mayors and some Councilmembers, have prepared an updated draft of the Interlocal Agreement.

We have also met with Weber Basin to clarify some aspects of the Project and request their participation. They have agreed to move the meter vault, currently located by the transmission line, up to the road and take complete ownership responsibility of approximately 1,400 feet of the line. They have also agreed to contribute \$50,000 towards the Project.

**Interlocal Agreement (Updated)**

A redlined copy of the updated Interlocal Agreement with Uintah City is attached to this memo, along with an updated version of Exhibit A. These show the changes from the original version presented to the Council back in December. While the Agreement itself spells out the details, the following is a summary of the changes:

1. The Project will build the entire length of waterline (approx. 3,450 feet). Following construction, Weber Basin will take responsibility for approx. 1,400 feet of the waterline, leaving approx. 2,050 feet as the responsibility of both cities.
2. The Scope of the Agreement was updated to more clearly define the purpose of the Project and the ongoing responsibilities of both cities for Ownership, Operation, Maintenance, Repair, and Replacement.
3. South Weber will bid the Project, but the selection of the Contractor must be mutually agreed upon before the contract can be awarded.
4. Section 4, which addresses the ongoing responsibilities of the cities after construction, was completely rewritten to address Ownership, Operation, Maintenance, Repair and Replacement as individual items. This was done to identify the responsibility of each city as it relates to each item of the ongoing care of the Project elements.
5. A Responsibility Table was added to Exhibit A that outlines the entity or entities responsible for specifically identified elements of the Project. The entities included are South Weber, Uintah City and Weber Basin.
6. The ongoing responsibility for Maintenance, Repair and Replacement of the joint-use portion of the line will be shared 50/50 by both cities.
7. After bids are received and the Project cost is known, both cities must agree on the price before awarding the contract for the Project.
8. Any contribution to the Project from Weber Basin will be shared equally by the cities.
9. Other minor adjustments to format and organization of the Agreement were made.

**Considerations**

- We cannot complete the design or bid out the Project until the Interlocal Agreement is approved by both cities.
- It is our experience that the best bid prices are likely to be given early in the calendar year. Delay in bidding of the project may result in higher bid prices.
- There have been recent discussions about the county boundary potentially being moved in this area. However, no matter what comes of a potential boundary change, the Project is still needed to serve the Cottonwood Drive area.
- There is value in completing the Project now, even though there are some unknowns relating to the boundary. Doing the Project now could facilitate a less complicated boundary discussion in the future.
- Weber Basin has committed to owning additional line and contributing \$50,000 towards the Project. This offer may or may not remain for a future project.

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

This Interlocal Agreement is made by and between South Weber City, a body politic and political subdivision of the State of Utah, having its principal business address as 1600 E. South Weber Drive, South Weber, Utah (hereinafter “South Weber”) and Uintah City, a body politic and political subdivision of the State of Utah, having its principal business address as 2191 E. 6550 S., Uintah City, Utah (hereinafter “Uintah”), individually referred to as “Party” or collectively referred to as “Parties.”

**RECITALS**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, both Parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, South Weber is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, Uintah is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, South Weber has an existing culinary waterline that runs parallel to an existing Uintah culinary waterline along Cottonwood Drive (See Exhibit A);

WHEREAS, to improve fire flow in the area as well as address aging infrastructure, South Weber is planning to replace and upsize their existing culinary waterline;

WHEREAS, to improve delivery capacity from the source as well as address aging infrastructure Uintah also desires to replace and upsize their existing culinary waterline;

WHEREAS, Parties find it mutually beneficial to combine the waterlines into one (1) single line that serves both communities (hereinafter “Project”);

WHEREAS, the Project will provide the benefits of additional fire flow for the South Weber residents on Cottonwood Drive, as well as add storage and service redundancy where none currently exists;

WHEREAS, the Project will provide the benefits of increased delivery capacity from the source to the west end of Uintah and remove approximately 1,200 feet of supply waterline infrastructure from the maintenance responsibility of South Weber and Uintah;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, South Weber and Uintah do mutually agree and undertake the following responsibilities:

**Section One  
Scope of Agreement**

Intent. The Parties intend by this Agreement to combine their respective culinary water service needs along Cottonwood Drive in South Weber and the west end of Uintah City by abandoning their existing culinary waterlines and constructing one new waterline, meter vaults, control valves and all other associated appurtenances.

Specifically, this Agreement addresses the obligations of South Weber and Uintah in relation to designing, preparing, bidding, awarding, managing, and the future ownership, operation, maintenance, repair and replacement of the Project. South Weber shall be the lead agency with each Party's responsibilities defined in Sections Two through Six of this Agreement.

**Section Two  
South Weber's Responsibilities**

South Weber agrees to:

1. Complete the Engineering and Design of the Project in coordination with the needs of both South Weber and Uintah.
2. Coordinate with Weber Basin Water Conservancy District (hereinafter "WBWCD") for Project related work.
3. Oversee and manage the administration of Project from bidding to completion, including:
  - a. Advertise Project in accordance with current State noticing laws;
  - b. Prepare Project bidding and construction documents in accordance with the Engineer's Joint Contract Documents Committee (EJCDC) documents (hereinafter "Project Manual");
  - c. Conduct a Public Bid Opening;
  - d. Mutually agree with Uintah in the selection of the Project Contractor (hereinafter "Contractor");
  - e. Award the Project to the selected Contractor;
  - f. Collect required performance bonds, payment bonds, and insurance from Contractor;
    - i. Contractor shall add "Uintah City Corporation" as an additional insured on required insurance certificate;
  - g. Conduct a pre-construction meeting with all Parties and Contractor;
  - h. Issue the Notice to Proceed to Contractor;
  - i. Provide inspection of all Project work completed;
  - j. Process and pay all Contractor pay requests, with review by Uintah;

- k. Issue Project Change Order(s) to Contractor, where necessary;
    - i. Prior to issuing, South Weber shall notify Uintah of change order request and obtain concurrence from Uintah of the change order prior to approving.
  - l. Issue Project Certificate of Substantial Completion to Contractor; and
  - m. Issue Project Notice of Final Acceptance to Contractor.
4. Maintain and oversee Project records and provide electronic versions to Uintah City upon completion of the Project.

### **Section Three Uintah's Responsibilities**

Uintah agrees to:

1. Coordinate with South Weber and provide necessary information for the preparation of the Project.
2. Provide a representative to attend all Project related meetings.
3. Mutually agree with South Weber on the selection of Project Contractor.
4. Provide a temporary culinary water connection for South Weber to use during Project construction.
5. Provide written approval or denial of change order request within three (3) business days of request from South Weber, if the request can be authorized administratively. If City Council approval is required, and time is not critical, provide written approval or denial of change order request following the next regularly scheduled meeting. If City Council approval is required, and time is critical, schedule a special meeting and provide written approval or denial as soon as reasonably possible.

### **Section Four Ownership, Operation, Maintenance, Repair and Replacement**

**Ownership and Liability:** South Weber shall have one hundred percent (100%) ownership and liability of all physical facilities associated with the Project except as otherwise shown in Exhibit "A".

**Operation:** South Weber shall be one hundred percent (100%) responsible for operation of all facilities associated with the Project as shown in Exhibit "A".

1. The Parties mutually agree to operate the Project and all other related system facilities (waterline, valves, reservoir, etc.) in a good faith manner in order to help facilitate the intended and efficient use of the Project. The Parties also agree not to intentionally alter or inhibit the intended function of the Project and any other related system facility in a way that negatively impacts the other Party. If temporary adjustments are needed, the Parties agree to work together in a cooperative manner to the benefit of each Party.

**Maintenance:** For the purposes of this Agreement, Maintenance shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any maintenance work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for maintenance at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

**Repair:** For the purposes of this Agreement, Repair shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any repair work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for repairs at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

**Replacement:** For the purposes of this Agreement, Replacement shall be defined as any work associated with the removal and/or replacement of any portion of the waterline, facility or appurtenance associated with the Project as shown in Exhibit "A". The Parties must mutually agree to the required replacement. After approval, South Weber will be responsible to complete the work agreed to. South Weber and Uintah will equally share the cost for the Replacement at fifty percent (50%) each. The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

**WBWCD Contracts:** Parties agree that the responsibilities for Ownership, Operation, Maintenance, Repair and Replacement as outlined in the respective Parties existing contracts with WBWCD shall remain in force, except as otherwise indicated in this Agreement and/or as shown in Exhibit "A".

## Section Five Payment

1. The Parties agree to share the actual costs for Design and Construction of the Project equally at fifty percent (50%) each. For estimated Design and Construction costs, see Exhibit "B". Parties shall mutually agree on the contract amount prior to awarding the contract.
2. South Weber and Uintah will establish and maintain their own budgets for expenses related to this Agreement.
3. For all costs relating to services provided by the Engineer, including subconsultants (design, bidding, construction management, inspection, testing, etc.), the Engineer will split their time equally at fifty percent (50%) each and invoice the Parties separately, in accordance with existing contracts in place with the Parties for engineering services.
4. For the Construction of the Project, South Weber shall make payment in full to Contractor and request reimbursement from Uintah.
  - a. Parties will equally share the actual cost of the Project advertisement in the local newspaper. South Weber shall invoice Uintah for fifty percent (50%) of the advertisement cost.
  - b. Within thirty (30) days of receipt of an invoice from South Weber, Uintah shall submit the reimbursement payment.
5. A change order allowance of five percent (5%) of the contract price will be split fifty percent (50%) paid by each Party and will be approved administratively by both Parties. Any net amount above the five percent (5%) must be approved by both Parties' City Councils for authorization.
6. South Weber and Uintah will each continue to be responsible for full payment of their own water consumption, as metered by and invoiced through WBWCD to each Party.
7. South Weber will continue to meter and bill the residents connected to the temporary culinary water connection provided by Uintah during construction and will remit amount collected to Uintah within thirty (30) days following completion of the project.
8. Any contribution by WBWCD towards the Project shall be divided equally by the Parties.
9. South Weber and Uintah shall be responsible for costs related to the Ownership, Operation, Maintenance, Repair and Replacement as outlined in Section Four of this Agreement.

**Section Six**  
**General Provisions**

1. **Limitations.** Except as outlined by this Agreement or by agreement separate from this, neither Party assumes any responsibility to inspect, install, operate or otherwise maintain the other Party's culinary water utility system. Further, this Agreement does not impose on either Party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
2. **Official Representative.** Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

**South Weber**

David Larson

City Manager

801-479-3177

dlarson@southwebercity.com

**Uintah**

Darinda Wallis

City Recorder

801-479-4130

uintahcity@uintahcity.com

The authorized representative(s) shall have full power to bind South Weber and Uintah, respectively, in decisions related to the Project and that do not require approval from South Weber or Uintah elected representatives, unless otherwise required by their individual Purchasing Policy. Each may designate an authorized representative upon written notice to the other Party.

3. **Term and Renewal.** Notwithstanding anything to the contrary in this Agreement, the obligations set forth in the Agreement shall remain in effect without limitation as to time.
4. **Termination.** Once approved, this Agreement may only be terminated by joint approval of the Parties. Depending on the status and progression of the Project, the Parties must mutually agree upon division of the remaining responsibilities. If the Agreement is terminated, Uintah shall have thirty (30) days to pay any outstanding balance owed to South Weber.
5. **Effective Date.** This Agreement shall become effective upon compliance with State law governing interlocal cooperation agreements and upon ratification by the Parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
6. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from the each Party, along with being approved as to form by the South Weber Attorney and Uintah Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
7. **Entire Agreement.** This Agreement, together with any written amendments, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except for the resolutions of each Party herein attached and incorporated by reference.

8. **Indemnification.** Each Party agrees to indemnify, defend, and save and hold the other Party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:
  - a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying Party's actions;
  - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying Party, relating to this Agreement; and
  - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
9. **Employee Status.** It is understood and agreed by the Parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective Parties.
10. **Hired Consultant Status.** It is understood and agreed by the Parties that any consultant, including but not limited to the person, firm, or entity serving as City Engineer, Project Engineer, or Contractor, shall not represent themselves as employees of the respective Parties.
11. **Warranties.** Each Party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the Parties that would adversely affect this Agreement.
12. **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the South Weber City Recorder and the Uintah City Recorder and shall remain on file for public inspection for the duration of this Agreement.
13. **Governing Law.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
14. **Non-transferable.** The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the Parties.
15. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the Parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the Parties. It is thus the intention of the Parties that each provision of

this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

**16. Additional Interlocal Cooperation Act provisions.** In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each Party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the Parties.
- e. Immediately after execution of this Agreement by both Parties, each Party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The Parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

*(continued on next page)*

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

SOUTH WEBER CITY:

\_\_\_\_\_

City Manager, South Weber City

ATTEST:

\_\_\_\_\_

City Recorder

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:

\_\_\_\_\_

City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

UINTAH CITY:

\_\_\_\_\_

Mayor, Uintah City

ATTEST:

\_\_\_\_\_

City Recorder

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:

\_\_\_\_\_

City Attorney

**SOUTH WEBER CITY  
RESOLUTION NO. \_\_\_\_\_**

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

WHEREAS, South Weber City and Uintah City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

WHEREAS, South Weber City and Uintah City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of South Weber the attached Interlocal Agreement is entered with Uintah City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the City Manager to execute the Interlocal Agreement for and on behalf of South Weber City.

PASSED AND APPROVED by the South Weber City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Manager, South Weber City

ATTEST: \_\_\_\_\_  
City Recorder

Roll Call Vote

Council Member Soderquist	Yes	No
Council Member Winsor	Yes	No
Council Member Petty	Yes	No
Council Member Halverson	Yes	No
Council Member Alberts	Yes	No

**UINTAH CITY  
RESOLUTION NO. \_\_\_\_\_**

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

WHEREAS, Uintah City and South Weber City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

WHEREAS, Uintah City and South Weber City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Uintah the attached Interlocal Agreement is entered with South Weber City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of Uintah City.

PASSED AND APPROVED by the North Ogden City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Mayor, Uintah City

ATTEST: \_\_\_\_\_

City Recorder

Roll Call Vote

Mayor Cutler	Yes	No
Council Member Smith	Yes	No
Council Member Roberts	Yes	No
Council Member Boothe	Yes	No
Council Member Bell	Yes	No



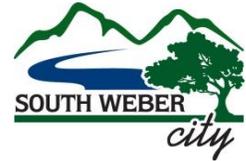
# Cottonwood Dr. Waterline Replacement Project

## Exhibit "B" - Cost Estimate

Improvement costs associated with replacement and upsizing of existing waterline, new connection to WBWCD, new meter vaults, fire hydrants, reconnection of services, and asphalt patch.

### Location:

From the WBWCD Meter Vault (approx. Adams Ave by River Trail) to the Uintah City connection prior to crossing the river



Date: December 4, 2019

Item	Description	Qty	Unit	Unit Price	Total
<b>New 12" Waterline Complete</b>					
1	Mobilization	1	L.S.	\$5,000.00	\$5,000.00
2	Traffic Control	1	L.S.	\$7,000.00	\$7,000.00
3	Sawcut asphalt	4,200	l.f.	\$1.50	\$6,300.00
4	Remove asphalt (3"-5" thick)	12,600	s.f.	\$1.75	\$22,050.00
5	Remove and dispose of existing meter vault complete	2	ea.	\$5,000.00	\$10,000.00
6	Disconnect and patch existing connection to WBWCD	2	ea.	\$2,000.00	\$4,000.00
7	Cut, plug and abandon existing waterline	2	ea.	\$500.00	\$1,000.00
8	New 6" PVC C900 DR-18 waterline (temp)	350	l.f.	\$32.00	\$11,200.00
9	New 12" PVC C900 DR-14 waterline	3,300	l.f.	\$70.00	\$231,000.00
10	New 6" gate valve (temp)	1	ea.	\$1,500.00	\$1,500.00
11	New 12" butterfly valve	3	ea.	\$4,000.00	\$12,000.00
12	Construct new meter vault (by WBWCD transmission line)	1	L.S.	\$70,000.00	\$70,000.00
13	Construct new meter vault (prior to river crossing)	1	L.S.	\$50,000.00	\$50,000.00
14	Connect new 12" to existing 24" WBWCD transmission line	1	ea.	\$8,000.00	\$8,000.00
15	Connect new 12" to existing 8" waterline	2	ea.	\$3,000.00	\$6,000.00
16	Connect new 6" to existing 8" waterline (temp)	1	ea.	\$850.00	\$850.00
17	Connect new 6" to existing 6" waterline (temp)	1	ea.	\$750.00	\$750.00
18	Connect existing fire hydrant to new waterline	3	ea.	\$1,200.00	\$3,600.00
19	Connect existing service to new waterline	6	ea.	\$1,700.00	\$10,200.00
20	New granular imported trench backfill	75	ton	\$22.00	\$1,650.00
21	New UTBC (12" thick)	920	ton	\$25.00	\$23,000.00
22	New HMA (4" thick)	330	ton	\$75.00	\$24,750.00
23	Raise valve box to grade with concrete collar	2	ea.	\$400.00	\$800.00
				<b>SUBTOTAL =</b>	<b>\$510,650.00</b>
				<b>10%± Contingency =</b>	<b>\$51,065.00</b>
				<b>5%± Engineering &amp; Construction Management =</b>	<b>\$25,532.50</b>
				<b>TOTAL =</b>	<b>\$587,247.50</b>
				<b>SOUTH WEBER PORTION (50%) =</b>	<b>\$293,623.75</b>
				<b>UINTAH PORTION (50%) =</b>	<b>\$293,623.75</b>

\* Cost Estimate does not include any costs associated SCADA. Any SCADA improvements desired by each city would be coordinated with WBWCD and paid for independently.



**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

This Interlocal Agreement is made by and between South Weber City, a body politic and political subdivision of the State of Utah, having its principal business address as 1600 E. South Weber Drive, South Weber, Utah (hereinafter "South Weber") and Uintah City, a body politic and political subdivision of the State of Utah, having its principal business address as 2191 E. 6550 S., Uintah City, Utah (hereinafter "Uintah"), individually referred to as "Party" or collectively referred to as "Parties."

**RECITALS**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, both Parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, South Weber is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, Uintah is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, South Weber has an existing culinary waterline that runs parallel to an existing Uintah culinary waterline along Cottonwood Drive (See Exhibit A);

WHEREAS, to improve fire flow in the area as well as address aging infrastructure, South Weber is planning to replace and upsize their existing culinary waterline;

WHEREAS, to improve delivery capacity from the source as well as address aging infrastructure Uintah also desires to replace and upsize their existing culinary waterline;

WHEREAS, Parties find it mutually beneficial to combine the waterlines into one (1) single line that serves both communities (hereinafter "Project");

WHEREAS, the Project will provide the benefits of additional fire flow for the South Weber residents on Cottonwood Drive, as well as add storage and service redundancy where none currently exists;

WHEREAS, the Project will provide the benefits of increased delivery capacity from the source to the west end of Uintah and remove approximately ~~3,300~~1,200 feet of supply waterline infrastructure from the maintenance responsibility of South Weber and Uintah;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, South Weber and Uintah do mutually agree and undertake the following responsibilities:

**Section One**  
**Scope of Agreement**

Intent. The Parties intend by this Agreement to combine their respective culinary water service needs along Cottonwood Drive in South Weber and the west end of Uintah City by abandoning their existing culinary waterlines and constructing one new waterline, meter vaults, control valves and all other associated appurtenances, combine their respective Cottonwood Drive Culinary Waterline Replacement Projects into one (1) for the purposes of design, bidding, construction, and maintenance.

Specifically, this Agreement addresses the obligations of South Weber and Uintah in relation to designing, preparing, bidding, awarding, managing, and the future ownership, operation, maintenance, repair and replacement and maintenance of the Project. South Weber shall be the lead agency with each Party's responsibilities defined in Sections Two through Six of this Agreement.

**Section Two**  
**South Weber's Responsibilities**

South Weber agrees to:

1. Complete the Engineering and Design of the Project in coordination with the needs of both South Weber and Uintah.
2. Coordinate with Weber Basin Water Conservancy District (hereinafter "WBWCD") for Project related work.
3. Oversee and manage the administration of Project from bidding to completion, including:
  - a. Advertise Project in accordance with current State noticing laws;
  - b. Prepare Project bidding and construction documents in accordance with the Engineer's Joint Contract Documents Committee (EJCDC) documents (hereinafter "Project Manual");
  - c. Conduct a Public Bid Opening;
  - d. Mutually agree ~~Coordinate~~ with Uintah in the selection of the Project ~~to the~~ Contractor (hereinafter "Contractor");
  - e. Award the Project to the selected Contractor;
  - f. Collect required performance bonds, payment bonds, and insurance from Contractor;
    - i. Contractor shall add "Uintah City Corporation" as an additional insured on required insurance certificate;
  - g. Conduct a pre-construction meeting with all Parties and Contractor;
  - h. Issue the Notice to Proceed to Contractor;
  - i. Provide inspection of all Project work completed;

- j. Process and pay all Contractor pay requests, with review by Uintah;
  - k. Issue Project Change Order(s) to Contractor, where necessary;
    - i. Prior to issuing, South Weber shall notify Uintah of change order request and obtain concurrence from Uintah of the change order prior to approving.
  - l. Issue Project Certificate of Substantial Completion to Contractor; and
  - m. Issue Project Notice of Final Acceptance to Contractor.
4. Maintain and oversee Project records and provide electronic versions to Uintah City upon completion of the Project.

**Section Three  
Uintah's Responsibilities**

Uintah agrees to:

1. Coordinate with South Weber and provide necessary information for the preparation of the Project.
2. Provide a representative to attend all Project related meetings.
3. ~~Mutually agree~~Coordinate with South Weber on the selection of Contractor.
4. Provide a temporary culinary water connection for South Weber to use during Project construction.
5. Provide written approval or denial of change order request within three (3) business days of request from South Weber, if the request can be authorized administratively. If City Council approval is required, and time is not critical, provide written approval or denial of change order request following the next regularly scheduled meeting. If City Council approval is required, and time is critical, schedule a special meeting and provide written approval or denial as soon as reasonably possible.

**Section Four  
Ownership, Operation, Maintenance, & Repair and Replacement**

**Ownership and Liability:** South Weber shall have one hundred percent (100%) ownership and liability of all physical facilities associated with the Project except as otherwise shown in Exhibit "A".

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**Operation:** South Weber shall be one hundred percent (100%) responsible for operation of all facilities associated with the Project as shown in Exhibit "A".

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1. The Parties mutually agree to operate the Project and all other related system facilities (waterline, valves, reservoir, etc.) in a good faith manner in order to help facilitate the intended and efficient use of the Project. The Parties also agree not to intentionally alter or inhibit the intended function of the Project and any other related system facility in a way that negatively impacts the other Party. If temporary adjustments are needed, the Parties agree to work together in a cooperative manner to the benefit of each Party.

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**Maintenance:** For the purposes of this Agreement, Maintenance shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any maintenance work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for maintenance at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

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**Repair:** For the purposes of this Agreement, Repair shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any repair work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for repairs at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

**Replacement:** For the purposes of this Agreement, Replacement shall be defined as any work associated with the removal and/or replacement of any portion of the waterline, facility or appurtenance associated with the Project as shown in Exhibit "A". The Parties must mutually agree to the required replacement. After approval, South Weber will be responsible to complete the work agreed to. South Weber and Uintah will equally share the cost for the Replacement at fifty percent (50%) each. The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

**WBWCD Contracts:** Parties agree that the responsibilities for Ownership, Operation, Maintenance, Repair and Replacement as outlined in the respective Parties existing contracts with WBWCD shall remain in force, except as otherwise indicted in this Agreement and/or as shown in Exhibit "A", have the rights and responsibilities of ownership, operation, maintenance, and repair of the Project, up to the Uintah City meter vault located on the South side of the Weber River. Uintah City will own and maintain this vault, with the exception of the meter inside of the vault that is owned and maintained by WBWCD in accordance with their existing contract with Uintah City. With respect to the meter vault at the connection to WBWCD's transmission line, South Weber will be responsible for all maintenance in accordance with their existing contract with WBWCD. (See Exhibit "A")

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~~The Parties mutually agree to operate the Project and all other related system facilities (waterline, valves, reservoir, etc.) in a good faith manner in order to help facilitate the intended and efficient use of the Project. The Parties also agree not to intentionally alter or inhibit the intended function of the Project and any other related system facility in a way that negatively impacts the other Party. If temporary adjustments are needed, the Parties agree to work together in a cooperative manner to the benefit of each Party.~~

**Section Five  
Payment**

1. The Parties agree to share the actual costs for Design and Construction of the Project equally at fifty percent (50%) each. For estimated Design and Construction costs, see Exhibit "B". Parties shall mutually agree on the contract amount prior to awarding the contract.
2. South Weber and Uintah will establish and maintain their own budgets for expenses related to this Agreement.
3. For all costs relating to services provided by the Engineer, including subconsultants (design, bidding, construction management, inspection, testing, etc.), the Engineer will split their time equally at fifty percent (50%) each and invoice the Parties separately, in accordance with existing contracts in place with the Parties for engineering services.
- ~~4. A change order allowance of five percent (5%) of the contract price will be split 50% paid by each Party and will be approved administratively by both Parties. Any net amount above the five percent (5%) must be approved by both Parties' City Councils for authorization.~~
- ~~5.4.~~ For the Construction of the Project, South Weber shall make payment in full to Contractor and request reimbursement from Uintah.
  - a. Parties will equally share the actual cost of the Project advertisement in the local newspaper. South Weber shall invoice Uintah for ~~fifty percent (50%)~~ one half (1/2) of the advertisement cost.
  - ~~b. Within thirty (30) days of receiving invoice from Contractor, South Weber will issue payment(s) to Contractor.~~
  - ~~c. Within ten (10) days after issuing payment(s) to Contractor, South Weber shall issue an invoice, along with Contractor pay request, to Uintah for one half (1/2) of the cost of the Project work completed.~~
  - ~~d.~~ b. Within thirty (30) days of receipt of an invoice from South Weber, Uintah shall submit the reimbursement payment.
- ~~5. A change order allowance of five percent (5%) of the contract price will be split fifty percent (50%) paid by each Party and will be approved administratively by both Parties. Any net amount above the five percent (5%) must be approved by both Parties' City Councils for authorization.~~
6. South Weber and Uintah will each continue to be responsible for full payment of their own water consumption, as metered by and invoiced through WBWCD to each Party.
7. South Weber will continue to meter and bill the residents connected to the temporary culinary water connection provided by Uintah during construction and will remit amount collected to Uintah within thirty (30) days following completion of the project.

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~~7.8.~~ Any contribution by WBWCD towards the Project shall be divided equally by the Parties.

~~8.9.~~ South Weber and Uintah shall be responsible for ~~full~~ costs related to the ~~e~~Ownership, ~~e~~Operation, ~~m~~Maintenance, ~~r~~Repair &and ~~r~~Replacement as outlined in Section Four of this Agreement.

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**Section Six**  
**General Provisions**

1. **Limitations.** Except as outlined by this Agreement or by agreement separate from this, neither Party assumes any responsibility to inspect, install, operate or otherwise maintain the other Party's culinary water utility system. Further, this Agreement does not impose on either Party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
2. **Official Representative.** Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

**South Weber**

David Larson  
City Manager  
801-479-3177  
dlarson@southwebercity.com

**Uintah**

Darinda Wallis  
City Recorder  
801-479-4130  
uintahcity@uintahcity.com

The authorized representative(s) shall have full power to bind South Weber and Uintah, respectively, in decisions related to the Project and that do not require approval from South Weber or Uintah elected representatives, unless otherwise required by their individual Purchasing Policy. Each may designate an authorized representative upon written notice to the other Party.

3. **Term and Renewal.** Notwithstanding anything to the contrary in this Agreement, the obligations set forth in the Agreement shall remain in effect without limitation as to time.
4. **Termination.** Once approved, this Agreement may only be terminated by joint approval of the Parties. Depending on the status and progression of the Project, the Parties must mutually agree upon division of the remaining responsibilities. If the Agreement is terminated, Uintah shall have thirty (30) days to pay any outstanding balance owed to South Weber.
5. **Effective Date.** This Agreement shall become effective upon compliance with State law governing interlocal cooperation agreements and upon ratification by the Parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
6. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from the each Party, along with being approved as to form by the South Weber Attorney and Uintah Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
7. **Entire Agreement.** This Agreement, together with any written amendments, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except for the resolutions of each Party herein attached and incorporated by reference.

8. **Indemnification.** Each Party agrees to indemnify, defend, and save and hold the other Party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:
  - a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying Party's actions;
  - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying Party, relating to this Agreement; and
  - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
9. **Employee Status.** It is understood and agreed by the Parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective Parties.
10. **Hired Consultant Status.** It is understood and agreed by the Parties that any consultant, including but not limited to the person, firm, or entity serving as City Engineer, Project Engineer, or Contractor, shall not represent themselves as employees of the respective Parties.
11. **Warranties.** Each Party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the Parties that would adversely affect this Agreement.
12. **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the South Weber City Recorder and the Uintah City Recorder and shall remain on file for public inspection for the duration of this Agreement.
13. **Governing Law.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
14. **Non-transferable.** The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the Parties.
15. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the Parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the Parties. It is thus the intention of the Parties that each provision of

this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

**16. Additional Interlocal Cooperation Act provisions.** In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each Party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the Parties.
- e. Immediately after execution of this Agreement by both Parties, each Party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The Parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

*(continued on next page)*

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

DATED this \_\_\_\_ day of \_\_\_\_\_, 202019

SOUTH WEBER CITY:

\_\_\_\_\_  
City Manager, South Weber City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

DATED this \_\_\_\_ day of \_\_\_\_\_, 202019

UINTAH CITY:

\_\_\_\_\_  
Mayor, Uintah City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

**SOUTH WEBER CITY  
RESOLUTION NO. \_\_\_\_\_**

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

WHEREAS, South Weber City and Uintah City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

WHEREAS, South Weber City and Uintah City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of South Weber the attached Interlocal Agreement is entered with Uintah City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the City Manager to execute the Interlocal Agreement for and on behalf of South Weber City.

PASSED AND APPROVED by the South Weber City Council this \_\_\_\_ day of \_\_\_\_\_, 2020~~19~~.

\_\_\_\_\_  
City Manager, South Weber City

ATTEST: \_\_\_\_\_  
City Recorder

Roll Call Vote

Council Member	Yes	No
<del>Hyer</del> Soderquist		
Council Member Winsor	Yes	No
Council Member Petty	Yes	No
Council Member Halverson	Yes	No
Council Member <del>Taylor</del> Alberts	Yes	No

**UINTAH CITY  
RESOLUTION NO. \_\_\_\_\_**

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UUINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

WHEREAS, Uintah City and South Weber City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

WHEREAS, Uintah City and South Weber City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Uintah the attached Interlocal Agreement is entered with South Weber City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of Uintah City.

PASSED AND APPROVED by the North Ogden City Council this \_\_\_\_\_ day of \_\_\_\_\_, 202019.

\_\_\_\_\_  
Mayor, Uintah City

ATTEST: \_\_\_\_\_  
City Recorder

Roll Call Vote

Mayor Cutler	Yes	No
Council Member Smith	Yes	No
Council Member Roberts	Yes	No
Council Member Boothe	Yes	No
Council Member Bell	Yes	No

**RESOLUTION 2020-04**  
**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL**  
**APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN**  
**SOUTH WEBER CITY AND Uintah City FOR THE REPLACEMENT**  
**OF THE COTTONWOOD DRIVE WATERLINE**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

**WHEREAS**, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

**WHEREAS**, South Weber City and Uintah City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

**WHEREAS**, South Weber City and Uintah City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Approval:** The attached Interlocal Agreement (Exhibit 1) is entered with Uintah City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the City Manager to execute the Interlocal Agreement for and on behalf of South Weber City.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 11<sup>th</sup> day of February 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

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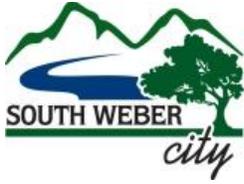
**Jo Sjoblom, Mayor**

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**Attest:** Lisa Smith, Recorder

## EXHIBIT 1

# AN INTERLOCAL AGREEMENT BY AND BETWEEN SOUTH WEBER CITY AND UINTAH CITY FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE



**Council Meeting Date:** February 11, 2020

**Name:** Mark McRae

**Agenda Item:** 8-9

**Objective:** Public Hearing to Consider Opening and Amending 2019-2020 Budget.

**Background:** The current city budget for 2019-2020 was adopted on August 20, 2019. During the fiscal year unanticipated changes and expenses have occurred. This year's budget needs to be opened and amended to reflect those changes. To amend an adopted budget, a public hearing is required to afford citizen's an opportunity to address the proposed changes.

General Fund Revenues			
10-36-100	Interest Earnings	+	\$40,000
General Fund Expenditures			
10-57-120	Fire - Part time Wages	+	\$40,000
Recreation Revenues			
20-34-760	Wrestling	+	\$ 2,000
Recreation Expenditures			
20-71-492	Wrestling	+	\$ 2,000
Water Revenues			
51-39-900	Fund Balance to be Appropriated	+	\$75,000
Water Expenditures			
51-40-730	Improvements other than Buildings	+	\$75,000

**Summary:** Amendments to the 2019- 2020 budget are being adopted as part of the budget.

**Committee Recommendation:** na

**Planning Commission Recommendation:** na

**Staff Recommendation:** Approve Amendments

**Attachments:** Resolution 2020-05

**Budget Amendment:** Yes

**RESOLUTION 2020-05**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
ADOPTING BUDGET AMENDMENTS  
FOR THE FISCAL YEAR ENDING JUNE 30, 2020**

**WHEREAS**, Utah Code regulates the budgeting process for municipalities; and

**WHEREAS**, the City adopted its budget for fiscal year 2019-2020 on August 20, 2019; and

**WHEREAS**, unanticipated expenses have occurred, the City desires to amend that budget with the referenced changes presented herein, and

**WHEREAS**, this legislative body held a public hearing on February 11, 2020 to take comment regarding the proposed amendments; and

**WHEREAS**, the Council discussed and reviewed the comments presented and the changes and is in favor of amending this budget;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Amendment: The Fiscal Year 2019-2020 Budget shall be amended as follows:**

General Fund Revenues			
10-36-100	Interest Earnings	+	\$40,000
General Fund Expenditures			
10-57-120	Fire - Part time Wages	+	\$40,000
Recreation Revenues			
20-34-760	Wrestling	+	\$ 2,000
Recreation Expenditures			
20-71-492	Wrestling	+	\$ 2,000
Water Revenues			
51-39-900	Fund Balance to be Appropriated	+	\$75,000
Water Expenditures			
51-40-730	Improvements other than Buildings	+	\$75,000

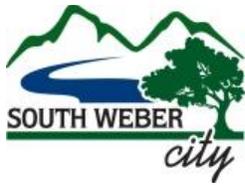
**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 11<sup>th</sup> day February of 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

\_\_\_\_\_  
**Jo Sjoblom, Mayor**

\_\_\_\_\_  
**Attest:** Lisa Smith, Recorder



**Council Meeting Date:** February 11, 2020

**Name:** David Larson

**Agenda Item:** 10

**Objective:** Establish Priority Parks Projects

**Background:** On January 28 City Council discussed a recommendation by the Parks, Trails, & Beautification Committee that considered a list of potential parks projects and identified 5 as priority projects that would become the next parks improvements the City would undertake. Tonight's item is to officially decide on which projects will receive the City's attention at this time.

**Summary:** Determine which Parks Improvement Projects take priority

**Committee Recommendation:** n/a

**Planning Commission Recommendation:** n/a

**Staff Recommendation:** n/a

**Attachments:** Projects List, Priority Projects Concept Drawings

**Budget Amendment:** n/a



## Parks & Trails Committee Projects

Project	Budgetary Cost Estimate	Impact Fee Eligible	Committee Priority	Notes
<b>Cherry Farms</b>				
• New ball field	\$190,000	✓	✓	
• Replace Playground Equipment and Surface	\$300,000	✓		
• Freshen up restrooms (paint, lights, drinking fountain)	\$8,000			
<b>Canyon Meadows</b>				
• Small ball field	\$350,000	✓		
• Fencing around park area	\$140,000	✓		
• Parking lot (west)	\$400,000	✓	✓	Gravel \$50K
• Install pickleball courts (4 courts w/ lights)	\$150,000	✓	✓	
• Add covers & shade to dugouts	\$35,000	✓		
• Add topsoil to outfield, improve grass (0.5"/yr – 8 yrs)	\$112,000			
• Wetlands – complete Restoration Plan	\$75,000		✓	
<b>Cedar Cove</b>				
• Replace asphalt walking path with concrete	\$32,000			
• Add disc golf	\$20,000	✓		
<b>Posse Grounds</b>				
• Replace fencing (next to grass, road, parking)	\$15,000			
• Regrade parking lot	\$18,000			
• Add signage for trail route access	\$1,500			
<b>Central</b>				
• Replace bowery (20' x 40')	\$60,000			
• New restroom (14' x 22')	\$100,000	✓		
<b>Cedar Loop</b>				
• New playground	\$110,000	✓		
• New bowery (20' x 40')	\$60,000	✓		

## Trails

Project	Budgetary Cost Estimate	Impact Fee Eligible	Committee Priority	Notes
<b>Petersen Trailhead</b>				
• Potential for Sale				
<b>Pea Vinery Trailhead</b>				
• Install fencing (separate from landfill)	\$85,000	✓		
• Install nature trail & road base parking lot	\$90,000	✓		
• Add signage for trail route access	\$1,500			
<b>Canyon Drive Trailhead</b>				
• Feasibility study for pedestrian overpass / underpass	\$40,000	✓		
<b>View Drive Trail</b>				
• Property/Easement acquisition	\$10,000	✓	✓	
• Trail Construction	\$350,000	✓		

<i>TOTAL Priority Projects</i>	\$475,000
<i>Impact Fee Eligible</i>	\$400,000
<i>Impact Fees Budgeted FY2020</i>	\$145,000
<i>Available Park Impact Fees as of 1.23.2020</i>	\$562,000



**SOUTH WEBER CITY CORPORATION**  
**PARKS AND TRAILS COMMITTEE**  
**CHERRY FARMS PARK**  
**SITE PLAN**

REV.	DATE	APPR.

SCALE:	BKJ
24" x 36"	DESIGNED
H:1"=30'	TIME
11" x 17"	DRAWN
H:1"=60'	BKJ
	CHECKED



PETERSON PARKWAY

FIRTH FARM ROAD

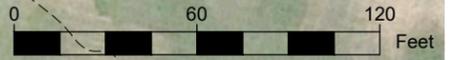
475 EAST

**LEGEND:**

- 1. PARKING LOT (70 STALLS)
- 2. 8' WIDE CONCRETE WALKING PATH
- 3. 5' WIDE CONCRETE SIDEWALK
- 4. PICKLEBALL COURTS W/ LIGHTING (8)
- 5. TENNIS COURTS W/ LIGHTING (2)
- 6. PLAYGROUND
- 7. RESTROOM
- 8. PAVILION (3)
- 9. LANDSCAPING



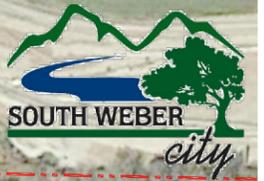
SCALE: 1"=60'



WETLAND B  
4,889 SF, 0.112 AC

**JA** CONSULTING ENGINEERS  
 JONES & ASSOCIATES  
 6080 Fashion Point Drive  
 South Ogden, Utah 84403  
 (801) 476-9767 www.jonescivil.com

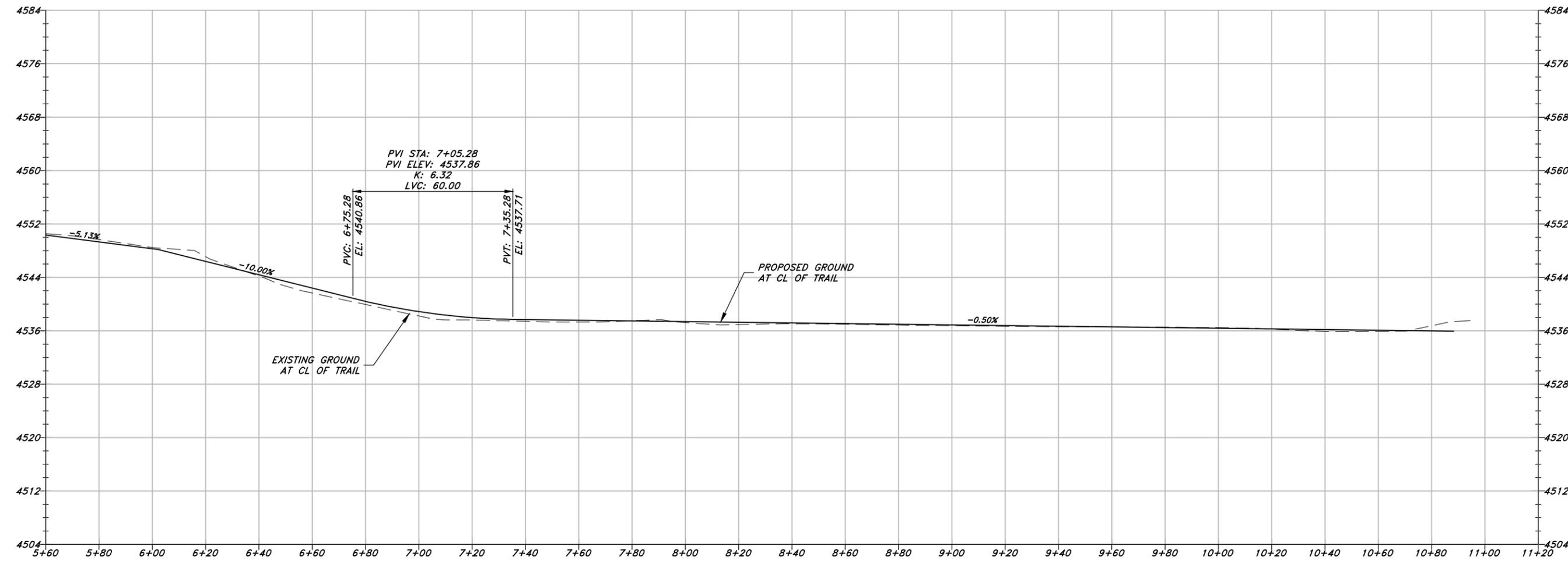
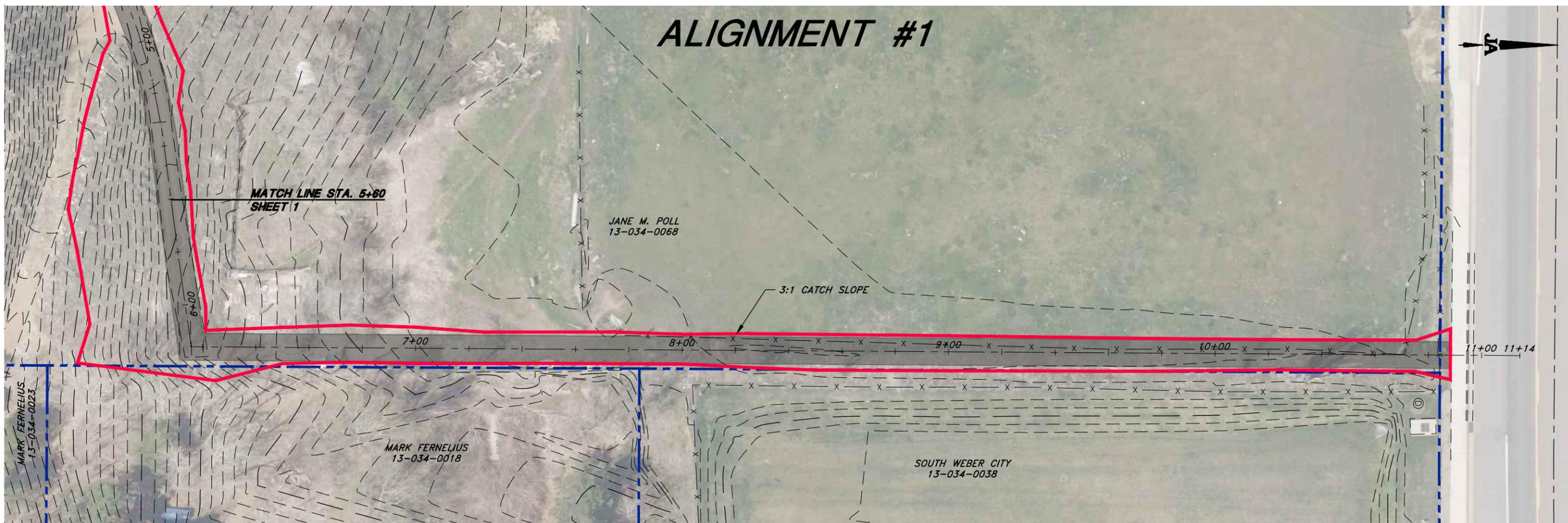
**SOUTH WEBER CITY**  
**CANYON MEADOWS PARK MASTER PLAN**  
 MARCH 2019



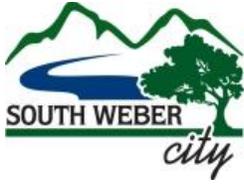




# ALIGNMENT #1



REV.	DATE	APPR.



**Council Meeting Date:** February 11, 2020

**Name:** Lisa Smith

**Agenda Item:** 11

**Objective:** Approve Snowplow Policy

**Background:** The City established a “snow removal” policy and service level in January 2011 to answer questions by residents and formalize standard procedures and priorities. Staff found the need to review and update procedures especially regarding cul-de-sacs. Council reviewed the proposed changes on January 14 and requested additional clarification and updates. That second draft was brought to Council for discussion on February 11, 2020 and is now presented for approval.

**Summary:** Approve Snow and Ice Removal Policy

**Committee Recommendation:** na

**Planning Commission Recommendation:** na

**Staff Recommendation:** Approve the policy updates

**Attachments:** Finalized Snowplow Policy  
Priority Streets Map

**Budget Amendment:** na

# **South Weber City Snow & Ice Removal Policy**

## **1. Policy**

The City of South Weber annually budgets funds for and assumes basic responsibility for control of snow and ice on City streets. The City will provide snow and ice control for routine travel and emergency services to serve the greatest number of vehicles possible, given safety, budget, personnel and environmental constraints. The City will use City employees and equipment to provide this service. The City's critical mission of access to emergency fire, police and medical services will be maintained during a major snow or ice storm event. In emergency situations, private contractors may be employed to assist in providing this service. The Park & Ride is to be contracted out each year following the city soliciting sealed bids from local contractors.

## **2. Commencement of Operations**

Snow plowing and/or ice control operations shall commence under the direction of the on-call Public Works employee. Notice of plowing need is typically provided from the Davis County Sheriff's Deputy on duty during nighttime hours. The snow removal operations will begin in accordance with the following criteria:

- A. Snow accumulations of one inch (1") or less – hills shall be salted if needed.
- B. Snow accumulations greater than one inch but less than three inches (1"–3") – hills shall be plowed and salted.
- C. Snow accumulations greater than three inches (3" +) – streets shall be plowed and salted from curb to curb in accordance with the priority list in #4 Snow Plowing Procedures.

Factors such as temperature, length and severity of storm, wetness of snow, and time of day may require adjustments to the commencement levels described above. Possible exceptions are at the discretion of the Public Works Director.

## **3. Personnel**

In the event of a storm, the on-call employee shall respond within thirty (30) minutes of being dispatched or called. Upon arriving in South Weber, the employee will immediately assess the situation and determine if additional assistance is needed. If it is determined that assistance is required, the employee shall immediately contact other department employees. Unless approved by the Public Works Director, there should be no more than two employees out later than 10:00 p.m. This is to ensure that each employee is provided adequate time to rest during heavy snowstorms, as well as to ensure availability of drivers during long-lasting storms. It is the Public Works Director's responsibility to ensure that department employees are rotated throughout the day/night to prevent fatigue and unnecessary overtime.

## **4. Snow Plowing Procedures**

Streets will be plowed and salted according to the following established priority (see snow removal priority map). Priorities are set based upon traffic volume, public safety, access to emergency response facilities, and schools.

- A. Major Streets
- B. Minor Streets - all other city owned streets.
- C. Cul-de-sacs
- D. Sidewalks traversing all city owned properties
- E. The Park & Ride is to be contracted out each year following the city soliciting sealed bids from local contractors.

Priority A routes are plowed first. City crews will then proceed to streets identified as Priority B and then lastly, Priority C streets. The City will address Priority C streets as time and equipment availability permits. Severe weather conditions may delay or impact Priority C street cleaning operations. Sidewalks will be plowed last.

Snow will be plowed in a manner to provide access as soon as possible and to minimize any traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right to the side of the roadways. It is the Public Works Department goal to have the street system cleaned after a snowfall as soon as possible. Depending on snowfall conditions and duration of the storm, streets will not always immediately be able to be completely cleared of snow and may require multiple passes of equipment. During more severe storms, removal time may be extended. In severe storms, the City has established an objective to keep the major streets open as “passable”.

## **5. Suspension of Operations**

Generally, operations will continue until all roads are passable. Widening and cleanup operations may continue immediately or on the following workday depending upon conditions and circumstances. Safety of the plow operators and the public is important. Therefore, snowplowing/removal operations may be terminated after 12 to 14 hours to allow City personnel adequate time for rest. Operations may also be suspended during time periods of limited visibility, significant winds or drifting snow to not jeopardize the safety of city employees and equipment. Any decision to suspend operations shall be made by the Public Works Director based on the conditions of the storm.

## **6. Use of Salt or Other De-icing Material**

The City will utilize salt at locations where there are hazardous or slippery conditions. This provides for traction but is not intended to provide a “bare pavement” roadway service level throughout the City during winter season timeframes or winter conditions. The City will not be responsible for damage to grass or motor vehicles caused by salt or other de-icing materials and therefore will not make repairs or compensate residents for salt damage to turf areas or damage to motor vehicles.

## **7. Property Damage**

Snow plowing and ice control operations can cause property damage even under the best of circumstances and care on the part of the operators. The major types of damage are to improvements in the City right-of-way. The intent of the right-of-way is to provide room for snow storage, utilities, sidewalks and other City uses. However, certain private improvements such as mailboxes, landscaping and other private installations are located and allowed by the City within this area.

A. Mailboxes - Mailboxes should be constructed sturdily enough to withstand snow rolling or pushing off a plow. While the installation of mailboxes on the city right-of-way is permitted, the mailbox owner assumes all risk of damage except when a mailbox is damaged through direct contact by a plow blade, or other piece of equipment. If a mailbox is damaged due to direct contact by snow plowing equipment, the City, at its option, will repair or replace the mailbox. Damage resulting from snow rolling off a plow is the responsibility of the resident or mailbox owner.

B. Landscaping - Property owners assume all risk of damage for landscaping, including nursery and inanimate materials that are installed or encroach on City right-of-way. The City assumes no responsibility for damage incurred to these elements as a result of snow plowing and ice control activities.

C. Other Private Installations - The City will assume no responsibility for underground lawn sprinkling systems, exterior lighting systems, underground electronic dog fences or any features privately installed within the City right-of-way.

## **8. Snow Storage**

Ongoing snow and ice control efforts require the use of the entire City right-of-way and easement areas for storage of plowed snow. Depending on the volume of snow, available storage within the right-of-way can become limited and/or create sight obstructions or block the delivery of US postal mail.

## **9. Residential Driveways and Sidewalks**

One of the most frequent problems in removal of snow from the public streets is the snow deposited in driveway approaches during plowing operations. Snow that accumulates on the plow blade has no place to go but into the driveway. Snowplow operators make every reasonable attempt to minimize the amount of snow deposited in driveways, but the amount can still be significant. City personnel do not provide driveway cleaning. Possible exceptions are at the discretion of the Public Works Director for emergency response situations.

City residents are required by ordinance to clear the sidewalks fronting their homes and businesses within 24 hours after a storm. When clearing snow from walks and private driveways it is unlawful to place or cast any substance into a City street as per City ordinance. Furthermore,

it is unlawful to place snow removed from a sidewalk or other public place in manner to cause a hazard to vehicular or pedestrian traffic.

## **10. City Sidewalks**

The City will maintain sidewalks on City Owned property throughout the City. After completion of the road cleanup, the public works staff will remove snow and ice from city-owned sidewalks, in the following established priority:

- A. City Office
- B. Fire Station
- C. Parks

Snow and ice removal of these sidewalks will be completed within 24 hours of completed road cleanup. Scheduling of work is dependent upon the release of personnel from their street maintenance duties. As there are a limited number of personnel available, the City will only maintain these sidewalks after the streets have been plowed.

## **11. Mail Delivery**

Snowplow operators make every reasonable effort to remove snow as close to the curb line as practical in order to provide mail delivery access to mailboxes. Significant amounts of snow will reduce storage capacity of such snow along the roadway and impact the ability of the City to remove excessive amounts of snow and ice. Therefore, the final cleaning of snow adjacent to mailbox(s) is the responsibility of each resident; or group of residents if a community postal box is in service but denied mail delivery due to excessive snow stockpiling parallel to the City right of way.

## **12. Vehicle Parking**

City Code specifies that it shall be unlawful to park any vehicle or farm equipment on any street in the city between the hours of 12:00 midnight and 12:00 noon from November 1 to March 31. Vehicles parked on the street or abandoned during snowstorm events will be cited and may be towed at the owner's expense.

## **13. Complaints**

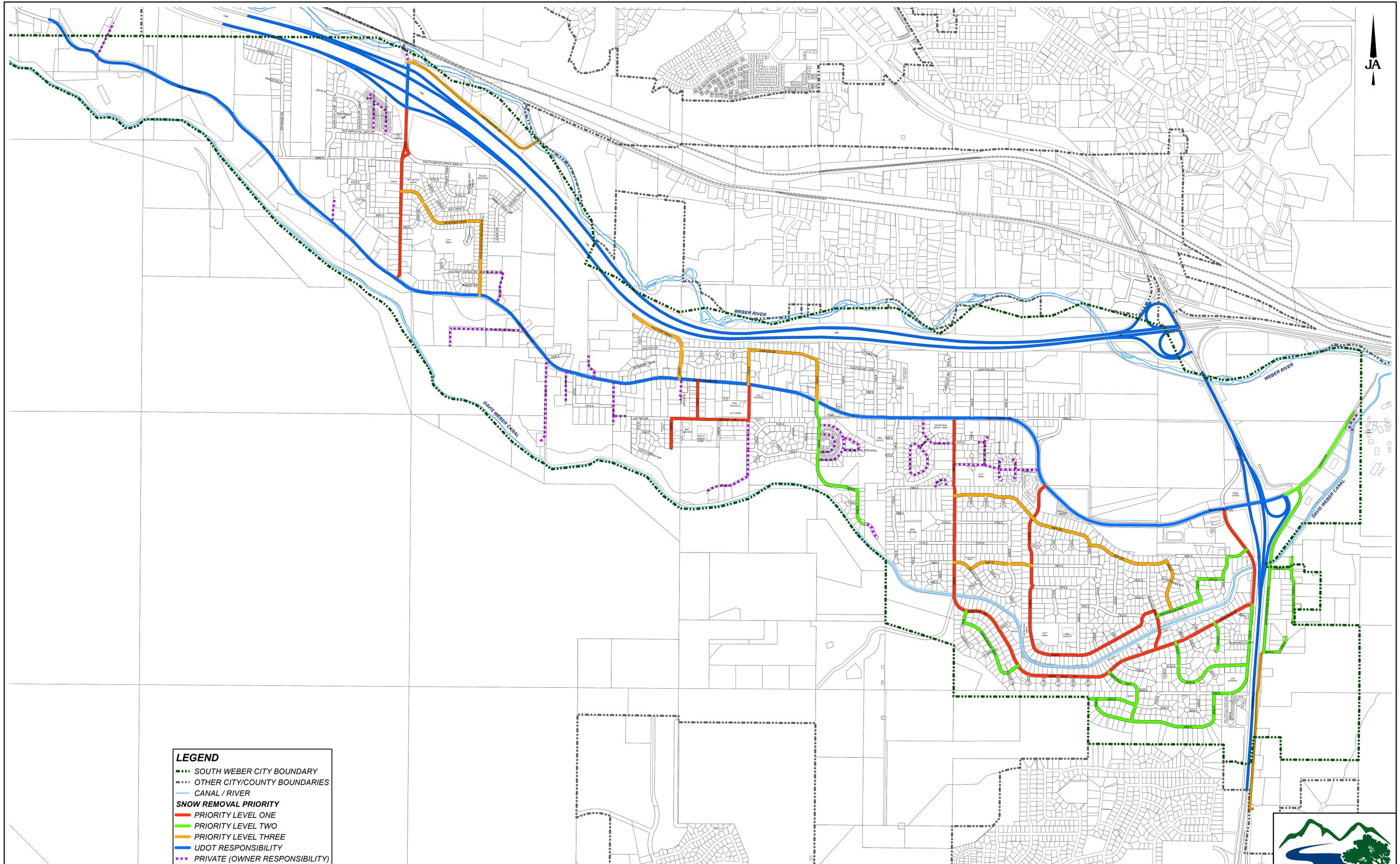
Complaints regarding snow and ice control or damage will be taken during normal working hours and handled in accordance with the City's complaint procedures. Complaints requiring immediate attention will be handled on a priority basis. Response time should not exceed twenty-four (24) hours for any complaint. It should be understood, complaint responses are to ensure that the provisions of this policy have been fulfilled and that all residents of the City have been treated uniformly.

## **14. Utility Structures**

Except as otherwise provided in any license or franchise agreement, the City will only be responsible for damage to utility pedestals and transformers within the right-of-way resulting from direct contact by City snow and ice removal equipment. City liability shall be limited to actual cost to repair the damages as documented by invoices submitted to the City by the utility.

## **15. Cul-de-sacs**

It is not the city's intent to clear all snow in the cul-de-sac bubble, but to create a drivable area in and out of the cul-de-sac. Snowplow drivers will make every reasonable attempt to minimize the amount of snow deposited in driveways by depositing snow at the end of a pass in the best spot possible.



**LEGEND**

- SOUTH WEBER CITY BOUNDARY
- OTHER CITY/COUNTY BOUNDARIES
- CANAL / RIVER
- SNOW REMOVAL PRIORITY**
- PRIORITY LEVEL ONE
- PRIORITY LEVEL TWO
- PRIORITY LEVEL THREE
- UDOT RESPONSIBILITY
- PRIVATE (OWNER RESPONSIBILITY)

NOTES:  
 Priority Level One routes are plowed first. City crews will then proceed to streets identified as Priority Level Two and then to Priority Level Three streets. The City will address all remaining streets and cul-de-sacs, not identified on this map, as time and equipment availability permits. Severe weather conditions may delay or impact lower priority street cleaning operations.

SCALE:  
 1 in = 800 ft  
 MMDD/YYYY  
 12/30/2019

DESIGNED: BEB  
 DRAWN: BEB  
 CHECKED: BKJ



SOUTH WEBER CITY CORPORATION  
 STREET MAPS  
**SNOW REMOVAL PRIORITY MAP**

SHEET:  
**1**  
 OF 1 SHEETS

